INDEX.

Subject Index.

	Page
Statement as to jurisdiction	1
Provision sustaining jurisdiction	1
Statutes of the State of Mississippi the validity of which is involved	2
Date of judgment and date of application for appeal	3
Nature of the case and ruling of the Supreme Court of Mississippi	3
Cases sustaining jurisdiction of the Supreme Court of the United States	4

Table of Cases Cited.

Etna Life Ins. Co. v. Dunken, 266 U. S. 389, 69 L. Ed. 342	4
Home Ins. Co. v. Dick, 281 U. S. 397, 74 L. Ed. 926	4

Statutes and Authorities Cited.

Judicial Code, Section 237, as amended (28 U. S. C. A. 344)	2
Mississippi Code of 1930, Section 2294	3, 4
Section 5131	4

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1933

No. 650

HARTFORD ACCIDENT & INDEMNITY COMPANY AND UNITED STATES FIDELITY & GUARANTY COMPANY, APPELLANTS,

vs.

DELTA & PINE LAND COMPANY.

STATEMENT OF JURISDICTION OF THE SUPREME COURT OF THE UNITED STATES UPON APPEAL TO REVIEW JUDGMENT OF THE SUPREME COURT OF MISSISSIPPI.

Petitioners, Hartford Accident & Indemnity Company and United States Fidelity & Guaranty Company, submit in compliance with Rule 12 of the Supreme Court of the United States the following statement of the basis of the jurisdiction of the Supreme Court of the United States upon appeal to review the judgment of the Supreme Court of Mississippi in the above entitled cause.

A.

Provision Sustaining Jurisdiction.

The statutory provision believed to sustain the jurisdiction of the Supreme Court of the United States is Section

237, amended, Judicial Code, being Section 344, U. S. C. A. Title 28.

B.

Statutes of the State of Mississippi the Validity of Which is Involved.

The statutes of Mississippi, the validity of which is involved, are Section 5131 and Section 2294 of the Mississippi Code of 1930.

Section 5131 is in words as follows:

> "A contract of insurance is an agreement by which one party for a consideration promises to pay money or its equivalent, or to do some act of value to the assured, upon the destruction, loss or injury of something in which the assured or other party has an interest, as an indemnity therefor; and it shall be unlawful for any company to make any contract of insurance upon, or concerning any property or interest or lives in this state, or with any resident thereof; or for any person as insurance agent or insurance broker to make, negotiate, solicit, or in any manner aid in the transaction of such insurance unless and except as authorized under the provisions of this chapter. All contracts of insurance on property, lives or interests in this state shall be deemed to be made therein."

The concluding sentence is the particular provision in question.

Section 2294 is in words as follows:

> "The limitations prescribed in this chapter shall not be changed in any way whatsoever by contract between parties, and any change in such limitations made by any contract stipulation whatsoever shall be absolutely null and void; the object of this statute being to make the period of limitations for the various causes of action the same for all litigants."

C.

Date of Judgment and Date of Application for Appeal.

The judgment of the Supreme Court of Mississippi sought to be reviewed was rendered on the 9th day of October, 1933, and the application for appeal was presented on the 15th day of November, 1933, this Statement of Jurisdiction being presented therewith.

D.

Nature of the Case and Ruling of the Supreme Court of Mississippi.

Delta & Pine Land Company sued Hartford Accident & Indemnity Company to recover the amount of losses sustained by the default of an employee occurring in Mississippi, under a fidelity bond or policy of insurance indemnifying against pecuniary losses of money or other personal property through the fraud, etc., of employees, which contained the provision that any claim thereunder must be duly made upon the surety within fifteen months after the termination of the suretyship for the defaulting employee, and Hartford Accident & Indemnity Company pleaded in bar in substance and effect that the bond or policy was made and delivered in the State of Tennessee, and that the provision in question was valid under the laws of Tennessee, and that full faith and credit must be given to the laws of Tennessee in that respect under the requirements of the Constitution of the United States, and that the contract was terminated December 31, 1929, and claim was not made upon the surety until June 22, 1931, and Delta & Pine Land Company demurred thereto on the ground that the validity of the provision in question was determined by the laws of Mississippi and that it was void under Section 2294 of the Mississippi Code of 1930, and

the trial court sustained the demurrer, and upon defendant declining to plead further rendered judgment and Hartford Accident & Indemnity Company appealed therefrom to the Supreme Court of Mississippi, and the Supreme Court of Mississippi held in effect that said Code Section 5131 made the bond or policy a Mississippi contract subject to the laws of Mississippi, and that said Code Section 2294 rendered said provision of the bond or policy null and void and affirmed the judgment of the trial court and rendered judgment against Hartford Accident & Indemnity Company and the surety on its appeal bond, United States Fidelity & Guaranty Company, and on November 6, 1933, denied a suggestion of error seeking a rehearing and reconsideration, wherein it was contended that said Sections 5131 and 2294 were by said holding made to violate the due process clause, the full faith and credit clause and the contract impairment clause of the Constitution of the United States.

E.

Cases Sustaining Jurisdiction of the Supreme Court of the United States.

The following cases are believed to sustain the jurisdiction of the Supreme Court of the United States upon appeal to review the judgment of the Supreme Court of Mississippi in above entitled cause: *Home Ins. Co.* v. *Dick*, 281 U. S. 397, 74 L. Ed. 926; *Ætna Life Ins. Co.* v. *Dunken*, 266 U. S. 389, 69 L. Ed. 342.

Wm. M. Hall,
Counsel for Petitioners (Appellants).